

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No. 09-40290
ADV No. 11-4040

Scott Lawrence Swanson and Michelle Ann Klein-Swanson

Debtors,

Randall L. Seaver, Trustee,

Plaintiff,

vs.

ANSWER

Michelle Ann Klein-Swanson,

Defendant.

Defendant Michelle Ann Klein-Swanson, for her answer and response to the allegations contained in plaintiff's Complaint, hereby:

1. Admits the allegations contained in paragraph 1 of said Complaint;
2. Admits the allegations contained in paragraph 2 of said Complaint;
3. Regarding paragraph 3 of said Complaint, admits that this is a core proceeding and that it arises under 11 U.S.C. §§ 541 and 727 but denies the balance of the allegations;
4. Admits the allegations contained in paragraph 4 of said Complaint;
5. Admits the allegations contained in paragraph 5 of said Complaint;
6. Admits the allegations contained in paragraph 6 of said Complaint;
7. Regarding paragraph 7 of said Complaint, admits that defendant was compensated through a salary plus bonus commission structure. Defendant acknowledges that she has been

“eligible” for certain bonuses, but affirmatively states that this does not mean she was entitled to receive such bonuses;

8. Regarding paragraph 8 of said Complaint, as the debtor was not provided with notice that the Rule 2004 Examination was transpiring, she is without information sufficient to admit or deny the authenticity of the transcript, and holds plaintiff to his strictest proof;

9. Denies the allegations contained in paragraph 9 of said Complaint;

10. Admits the allegations contained in paragraph 10 of said Complaint, but affirmatively states that she has not received bonuses every quarter that she has worked for IBM and, such bonuses remain discretionary with the employer;

11. Admits the allegations contained in paragraph 11 of said Complaint;

12. Admits the allegations contained in paragraph 12 of said Complaint. The bonuses were not listed as assets because they are not property of the estate;

13. Admits the allegation contained in paragraph 13 of said Complaint;

14. Admits the allegation contained in paragraph 14 of said Complaint;

15. Regarding paragraph 15 of said Complaint, admits that the letter was sent to plaintiff, and that it says what it says, but denies the balance of the allegations in the paragraph;

16. Regarding paragraph 16 of said Complaint, admits that the letter sent to the Trustee says what it ways, but denies that it was misleading;

17. Denies the allegations contained in paragraph 17 of said Complaint;

18. Regarding paragraph 18 of said Complaint, admits that the GDP Bonus is attributable to services performed prior to the petition being filed, but denies that plaintiff was entitled to receive any of the bonus funds until after the petition was filed, when the discretionary decision was made by the employer who would be paid and how much they would be paid;

19. Regarding paragraph 19 of said Complaint, affirmatively states that defendant's letter speaks for itself;

20. Regarding paragraph 20 of said Complaint, denies that defendant was "fully aware" that she was likely to receive any bonuses. Bonuses remain discretionary with the IBM employer. Defendant has not always received bonuses for her performance as an employee. The employer determines at the end of the quarter or the year end which employees will receive bonuses, and when they will be paid;

21. Plaintiff restates its responses and answers to the allegations contained in paragraphs 1-20 of said Complaint;

22. Denies the allegations contained in paragraph 22 of said Complaint;

23. Denies the allegations contained in paragraph 23 of said Complaint;

24. Denies the allegations contained in paragraph 24 of said Complaint;

25. Regarding paragraph 25 of said Complaint, admits that Trustee is seeking monies to which he is not entitled from the Debtor;

26. Defendant restates her responses to the allegation contained in paragraphs 1- 25 of said Complaint;

27. Denies the allegations contained in paragraph 27 of said Complaint;

28. Denies the allegations contained in paragraph 28 of said Complaint;

29. Denies the allegations contained in paragraph 29 of said Complaint;

30. Denies the allegations contained in paragraph 30 of said Complaint;

31. Denies the allegations contained in paragraph 31 of said Complaint;

32. Denies the allegations contained in paragraph 32 of said Complaint;

33. Defendant restates and re-alleges her response to the allegations contained in paragraphs 1-32 of said Complaint;

34. Denies the allegations contained in paragraph 34 of said Complaint;

35. Denies the allegations contained in paragraph 35 of said Complaint;

36. Denies the allegations contained in paragraph 36 of said Complaint;

37. Defendant restates and realleges her response to the allegations contained in paragraphs 1-36 of said Complaint;

38. Denies the allegations contained in paragraph 38 of said Complaint;

39. Denies the allegations contained in paragraph 39 of said Complaint;

40. Defendant restates her responses to the allegations contained in paragraphs 1-39 of said Complaint;

41. Denies the allegations contained in paragraph 41 of said Complaint;

42. Denies the allegations contained in paragraph 42 of said Complaint;

43. Denies the allegations contained in paragraph 43 of said Complaint;

44. Denies the allegations contained in paragraph 44 of said Complaint;

WHEREFORE defendant asks the Court to dismiss this meritless Complaint and to assess attorneys' fees against the plaintiff for filing it.

Dated: March 18, 2011

JOHNSON LAW GROUP LLP

s/Scott A. Johnson

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